

BOARD OF SUPERVISORS

District 1 | Kirsten Running-Marquardt

District 2 | Ben Rogers

District 3 | Louis J. Zumbach

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000

LinnCountyIowa.gov



**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, May 22, 2023

10 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Public Comment: Five Minute Limit per Speaker

This comment period is for the public to address topics on today's agenda.

Minutes

Discuss and decide on meeting minutes.

Discuss 28E Agreements with the City of Palo for Building Services and Rental Housing/Property Maintenance Inspections.

Discuss a Memorandum of Agreement between the members of the Urban County Coalition relating to developing, communicating, and advocating for issues of common interest

Discuss an Agreement between Linn County and collectively L&L Murphy, Associates and Grant Consulting LLC for consulting and advisory services

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations

Discuss and decide on Employment Change Roster (payroll authorizations).

Claims

Discuss and decide on claims.

Correspondence

Appointments

Closed Session

The Board will enter into a closed session to discuss two separate items:

- 1) Discuss security, pursuant to Iowa Code 21.5(1)(k)
- 2) Discuss pending litigation, pursuant to Iowa Code 21.5(1)(c).

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.

Resolution No. 051523B

Prepared by & to be returned to Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 (319) 892-5130

LINN COUNTY AND CITY OF PALO
AGREEMENT FOR CONSTRUCTION CODE ADMINISTRATION

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Palo, Iowa, shall be known as the *Linn County and City of Palo Agreement for Construction Code Administration*.

2. PURPOSE AND SCOPE

2.1. Purpose of Agreement. The purpose of this Agreement is to provide for the administration and enforcement of the Construction Codes of the City of Palo by Linn County to protect the public health, safety and welfare. It is the Intent that the same level of service shall be provided to the citizens of Palo as is currently provided to the citizens of the unincorporated areas of Linn County.

2.2. Scope of services. Linn County, through the Building Division of the Planning and Development Department, shall provide services to administer and enforce the Construction Codes of the City of Palo for all projects requiring inspections, plan review and certificates of occupancy as specified in the City's adopted Construction Codes.

3. DEFINITIONS:

As used in this Agreement, the following terms are defined:

Building Division: The Building Division of the Linn County Planning and Development Department.

Building Official: The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County *Construction Codes*.

City: The City of Palo, Iowa.

Construction Codes: The current version of Chapter 105, Buildings and Building Regulations: Article I (In General), Article II (Construction Regulations), Article III (Electrical Installations), Article IV (Mechanical Systems), and Article V (Plumbing); and the current version of Chapter 12, Fire Prevention and Protection; of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of permit application.

County: The County of Linn, Iowa.

Inspectors: The Combination Building Inspectors employed with the Linn County Building Division under the direction of the Linn County Building Official.

Permit: Permits issued in accordance with the referenced *Construction Codes* for work within the city limits of the City. The provisions of this Agreement are determined to supersede and fulfill the requirements of Chapter 155, Building Permits, for the City.

4. PROCEDURES AND FEES

4.1. Place of application. Permit applications shall be made with Linn County Planning and Development either online at bsaonline.com or in person at 935 2nd Street Southwest, Cedar Rapids, IA, in accordance with the County's procedures and requirements. When zoning approval is required, the County shall prepare a zoning site plan for city review. Upon approval, the City shall provide the County with a copy of the approved zoning site plan or zoning permit, and floodplain permit as applicable.

4.2. Permit issuance. The County shall issue permits in accordance with its procedures and requirements. Permits will be issued when the construction drawings have been reviewed by the Building Official or designee for compliance with the *Construction Codes*.

4.3. Fees. Permit and inspection fees shall be the same for City Permits as for County Permits and shall be determined in accordance with the Linn County Building Regulations Fee Schedule in effect at the time of this Agreement or as amended by Resolution of the Linn County Board of Supervisors. Fees are due and payable to Linn County Planning and Development at the time of application.

4.4. Active permits on effective date of Agreement. Any permit applied for prior to the effective date of this Agreement shall fall under the purview of the City and is not subject to the provisions of this Agreement. Upon request from the City, permits applied for prior to this agreement can be transferred to the County on a prorated basis as shown below:

- 100% for permit applications for which no plan review has been started and for which no permit has been issued;
- 70% for permits for which plan review had been started, or for permits that have been issued but for which no on-site inspection has been performed;
- All other permits that have been issued, have received one or more on-site inspections, but have not been finalized, will be assessed on a pro-rated basis as determined by the Building Official.

Such requests shall include the permit holder's name and address, the address where the construction is being performed, description of work, construction documents, and documentation of any inspections performed to date.

4.5 Fees for Saturday inspections. Saturday inspection fees will be charged to the individual requesting the inspection at one-and-one-half times the hourly rate based upon the current hourly wage rate of the personnel required, plus overhead costs for fringe benefits, office administration and transportation, with a (3) hour minimum charge, subject to change based on current fee and pay grade schedule. The County reserves the right to request an increase in charges if the current rate does not fully cover the County's costs. Saturday inspections must be requested at least 24 hours prior to the close of business on Friday.

4.6 Construction Codes incorporated by reference. The City hereby incorporates by reference into the *Code of Ordinances of the City of Palo, Iowa* the *Construction Codes* as defined in this Agreement, including future amendments and recodifications.

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Construction Codes*. Inspections shall include footings; setbacks; electrical service; gas piping; rough inspections for framing, electrical, mechanical, and plumbing work; final inspections; and all other inspections required by the *Construction Codes*.

5.2. Requests for inspections. Inspection requests shall be made by the permit applicant or an authorized representative. Requests may be made online or by telephone to the Linn County Building Division between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Twenty-four hour notice is required prior to an inspection.

5.3. Inspection times. Inspections will be conducted by the County Inspectors approximately between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Inspectors' schedules.

6. ENFORCEMENT

6.1. Administration of Construction Codes by County. Administration and enforcement of the *Construction Codes* shall be by the County in accordance with the administrative provisions of the *Construction Codes*.

6.2. Prosecution of violations by City. Prosecution of violations of the *Construction Codes* cited by the County in the enforcement of the *Construction Codes* shall be by the City.

7. ZONING & FLOODPLAIN MANAGEMENT

7.1. Zoning approval by City. Enforcement of the City zoning ordinance shall be by the City. The City shall provide copies of an approved zoning site plan / zoning permit for each new building or addition that increases the building footprint, or for any change in use or occupancy of any existing building.

7.2. Setback inspection. County Inspectors shall confirm that the location of new buildings or additions meet the minimum setbacks shown on the approved site plan during the footing inspection.

7.3. Information provided by City. The City shall provide to the Building Division copies of City maps or other information showing streets, addresses, zoning districts, property owners, and other pertinent information.

7.4 Enforcement of floodplain regulations by City. Enforcement of floodplain regulations shall be by the City in accordance with its adopted regulations. A copy of approved floodplain development permits, as required by the City's floodplain regulations, shall be provided to the County.

8. RECORDS

8.1. Records maintenance. The County shall maintain records of Permits, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner.

8.2. Permit activity reports. The County shall provide, if requested, quarterly reports to the City of permit activity in the City. The reports shall include the number and type of permits issued, and the valuation of the projects. Other information may be included in the reports as mutually agreed.

9. HOLD HARMLESS

The City of Palo shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this Agreement.

10. APPEALS

10.1. Appeals of determinations. Appeals of decisions or determinations of the Building Official relative to the application and interpretation of the *Construction Codes* shall be heard by the City's Building Board of Appeals

10.2. Written reports and determinations. The Building Official shall provide a written report to the Building Board of Appeals in advance of the hearing; the City shall provide written findings and decisions regarding the disposition of any appeal to the Building Official.

11. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

12. DURATION OF AGREEMENT; TERMINATION

12.1. Continuation and termination of Agreement. This Agreement shall continue until terminated by either the County or the City. Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

12.2. County not obligated after termination date. The County shall not be obligated to perform inspections after the termination date for permits that are applied for or issued prior to the termination date.

12.3 Partial refund of Linn County permit and inspection fees after termination date. Upon termination, Linn County permit and inspection fees will be refunded to the permit holder on a prorated basis as shown below:

- 100% for permit applications for which no plan review has been started and for which no permit has been issued;
- 70% for permits for which plan review has been started, or for permits that have been issued but for which no on-site inspection has been performed;
- Upon request, refunds will be issued on a pro-rated basis as determined by the Building Official for permits that have been issued and have received one or more on-site inspections, but have not been finalized.

13. EFFECTIVE DATE

The effective date of this amended Agreement is June 1, 2023.

City of Palo, Iowa

County of Linn, Iowa



Eric VanKirckhove, Mayor
City of Palo

Louis Zumbach, Chair
Linn County Board of Supervisors

5-16-23

Date

Date

Attest:



Lenna Goodale, City Clerk

Joel D. Miller, Linn County Auditor

Resolution No. 051523C

Prepared by & to be returned to Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 319-892-5130

**LINN COUNTY AND CITY OF PALO
AGREEMENT FOR RENTAL HOUSING AND PROPERTY MAINTENANCE
INSPECTIONS**

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Palo, Iowa, shall be known as the *Linn County and City of Palo Agreement for Rental Housing and Property Maintenance Inspections*.

2. PURPOSE AND SCOPE

2.1 Purpose of Agreement. The purpose of this Agreement is to provide inspection services for Rental Housing and Property Maintenance Regulations of the City of Palo to protect the public health, safety and welfare.

2.2 Scope of Services. Linn County, through the Building Division of the Department of Planning and Development, shall provide services to inspect rental housing units and determine property maintenance violations as specified in the City's adopted Rental Housing Code and Property Maintenance Code. The Code Official shall be at all times an employee of Linn County and not an employee or agent of the City of Palo.

3. DEFINITIONS

As used in this Agreement, the following terms are defined:

Building Division: The Building Division of the Linn County Department of Planning and Development.

Code Official: The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County *Rental Housing and Property Maintenance Codes*.

City: The City of Palo, Iowa.

Code: The current version of Chapter 105, Buildings and Building Regulations: Article VI and VII of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of the inspection or investigation.

County: The County of Linn, Iowa.

Code Compliance Officer: The Code Compliance Officer employed with the Linn County Building Division under the direction of the Linn County Building Official.

4. PROCEDURES AND FEES

4.1 Place of Registration. Landlord and property registration will be made at the City of Palo, 2800 Hollenbeck Rd., Palo, IA. The City shall remit to the County a copy of all registered residential rental properties.

4.2 Fees. Applicant fees are to be paid directly to the City by the applicant. Monthly, the County will bill the City for all rental & property maintenance services performed within the City. The bill will include an itemized list of the rental and property maintenance services that were performed. The City shall remit payment to the County within 30 days of receipt of the bill. All fees paid by the City to the County shall be retained by the County. The City of Palo agrees to pay Linn County for inspection services based upon Linn County's adopted fee schedule for rental housing and property maintenance as established by Resolution number 2022-9-146 approved by BOS.

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Property Maintenance and Housing Codes*. Weed and junk vehicle complaints shall be handled by the City.

5.2. Notification. Notification of required rental housing and property maintenance inspections shall be made by the county to the owner or authorized agent.

5.3 Inspection requests. Property maintenance inspection requests shall be made by the City to the County. Customers will be directed to contact the city with complaints, concerns, and requests relating to property maintenance. Requests may be made via email or by telephone to the Linn County Building Division between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Twenty-four hour notice is required prior to an inspection.

5.4 Inspection times. The Code Compliance Officer will conduct inspections between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Officer's schedules.

5.5 Certificate of Inspected Housing. A Certificate of Inspected Housing shall be issued by the county to the owner or authorized agent upon successfully passing inspection and valid for two (2) years once the residential rental unit has passed all required inspections per the Code.

6. ENFORCEMENT

Administration and enforcement of the Regulations shall be by the Code Official. Enforcement and prosecution of Code violations cited by the County shall be by the City.

7. RECORDS

7.1. Records maintenance. The County shall maintain records of Rental units, rental inspections, inspection results, certificates of inspected housing, property maintenance investigation requests, investigation results, and all notices of violations, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner.

7.2 Billing statements. The County shall provide monthly statements that will reflect the number and type of inspections performed, and the number of certificates of inspected housing issued, and the costs due to County from City.

8. HOLD HARMLESS

The City of Palo shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this agreement. The parties reserve any and all defenses and immunities that each possess under State law.

9. APPEALS

Appeals of decisions or determinations relative to the application and interpretation of the Rental Housing and Property Maintenance Regulations shall be through the City in accordance with the Code.

The City shall provide decisions and findings in writing to the County.

10. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

11. DURATION OF AGREEMENT

This Agreement shall continue until terminated by either the County or the City.

12. TERMINATION

Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

The County shall not be obligated to perform inspections after the termination date.

13. EFFECTIVE DATE

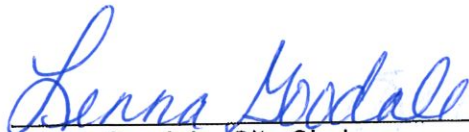
The effective date of this Agreement is June 1, 2023 or the date the certified Agreement is recorded at the Linn County Recorder, whichever is later.



Eric VanKerckhove, Mayor
City of Palo

Louis Zumbach, Chair
Linn County Board of Supervisors

Attest:



Lenna Goodale, City Clerk

Joel Miller, Auditor

**URBAN COUNTY COALITION
MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between Black Hawk County, Iowa; Dubuque County, Iowa; Johnson County, Iowa; Linn County, Iowa; and Scott County, Iowa (the "Counties") to serve as a voluntary agreement to develop, communicate, and advocate jointly for issues of common interest to the Iowa Legislature, the executive branch of the State of Iowa, and other appropriate agencies, departments, and organizations, and to collaborate on strategic planning for the joint development of regional solutions to issues of common interest.

RECITALS

WHEREAS, the Counties are governmental jurisdictions vested with the authority to exercise any power and perform any function deemed appropriate to protect and preserve the rights, privileges, and property of their respective counties and residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of their respective residents; and

WHEREAS, the Counties acknowledge and agree that developing, communicating, and advocating for the interests of their respective counties and residents, and engaging in collaborative strategic planning to jointly develop regional solutions to issues of common interest is appropriate and prudent and will further and enhance their respective functions; and

WHEREAS, the Counties agree they have common interest in issues deliberated on and regulated by the Iowa Legislature, the executive branch of the State of Iowa, and other agencies, departments, and organizations; and

WHEREAS, the Counties desire voluntarily to collaborate on developing and advocating for issues of common interest and to collaborate on strategic planning to jointly develop regional solutions to issues of common interest.

NOW, THEREFORE, the Counties hereby agree as follows:

1. The Counties will continue as members of the Urban County Coalition ("Coalition").
2. Linn County will serve as the "lead agency" for the purpose of providing a legal entity for entering into any contracts or agreements for the benefit of the Coalition and will serve as the fiscal agent for the Coalition.
3. Linn County agrees to include in its contract with L&L Murphy Associates and Grant Consulting, LLC a section stating that L&L Murphy Associates and Grant Consulting, LLC will assist Linn County in maintaining the Coalition and will coordinate the activity of said organization.
4. Black Hawk, Johnson, and Scott Counties will each appoint two members of their Board of Supervisors, and Dubuque and Linn Counties will each appoint one member of their Board of Supervisors, to participate on the Coalition Steering Committee for the purpose of planning strategies and making recommendations for the operation of the Coalition, subject to the direction of their respective Boards of Supervisors.

5. Each County will designate a staff member to help facilitate the operation of the Coalition.
6. Each County will authorize signature by its chairperson to this Agreement and authorize the payment of \$25,000 in Fiscal Year 2024 and subsequent fiscal years for continued membership in the Coalition. Linn County agrees to provide monthly statements of membership dues owing and each County agrees to pay Linn County its membership dues within 30 days of receipt of a statement.
7. This Agreement is effective on the latest date of the signatures below and will automatically renew for subsequent one-year periods coinciding with the fiscal year unless a County, prior to the end of a current fiscal year, provides at least 30 (thirty) days written notice to the other Counties of its decision to withdraw from the Coalition.
8. This Agreement may be modified at any time by written agreement of the Counties.
9. Nothing in this Agreement shall be interpreted to limit or otherwise affect any authorities, powers, rights, or privileges of the individual Counties.

IN WITNESS WHEREOF, Black Hawk County, Dubuque County, Johnson County, Linn County and Scott County have executed this Agreement on the dates set forth below:

BLACK HAWK COUNTY

By: _____
Chairperson, Board of Supervisors

Date: _____

LINN COUNTY

By: _____
Chairperson, Board of Supervisors

Date: _____

DUBUQUE COUNTY

By: _____
Chairperson, Board of Supervisors

Date: _____

SCOTT COUNTY

By: _____
Chairperson, Board of Supervisors

Date: _____

JOHNSON COUNTY

By: _____
Chairperson, Board of Supervisors

Date: _____

CONSULTING AND ADVISORY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of May, 2023 by and between Linn County, Iowa (“County”), located at 935 2nd Street SW, Cedar Rapids, Iowa 52404, and collectively L&L Murphy, Associates, located at 531 6th Street NW, Oelwein, Iowa, 50662 and Grant Consulting LLC, located at 1285 33rd Street SE, Cedar Rapids, Iowa 52401 (collectively “L&L/Grant”).

RECITALS

WHEREAS, the County is a political subdivision of the State of Iowa and is one of the several counties making up the State of Iowa, and is charged with duties, responsibilities, and powers as provided for in the Constitution of the State of Iowa and the Code of Iowa; and

WHEREAS, increased communication between the County and the Iowa Legislature and executive branch, and the United States Congress and executive branch will further and enhance said duties, responsibilities, and powers; and

WHEREAS, the County and L&L/Grant propose to increase and improve communication between the County and the Iowa Legislature and executive branch, and the United States Congress and executive branch by using the services of L&L/Grant.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby agree as follows:

- 1. Nature of Services.** L&L/Grant shall perform consulting and advisory services on behalf of the County. As part of L&L/Grant’s services, L&L/Grant will make suggestions, consult with the County, and perform such other services the County may require from time to time. L&L/Grant shall register as lobbyists before the General Assembly of the State of Iowa, and the Executive Branch the State of Iowa, the United States Congress, and the Executive Branch of the United States, as prescribed by law, to communicate and advocate the interests of the County on such issues and matters deemed by the County to affect and be of interest to its residents. Such services may include, but are not limited to, advocating for the passage of funding streams and statutory language, legislation that will affect the discharge of the duties, responsibilities, and powers of the County, and the welfare of its residents. L&L/Grant will work in conjunction with the Board of Supervisors and other elected officials of the County, as well as other Linn County officers and employees as designated by the Board of Supervisors. L&L/Grant will coordinate with and report on a regular basis to the County designee. L&L/Grant will provide ongoing consultation with both the Board of Supervisors and its designee(s), as appropriate, to maximize legislative activity to achieve the goals set forth in this Agreement. L&L/Grant shall abide by the laws of the State of Iowa regarding registration, reporting, and disclosure requirements for individuals lobbying the legislature for compensation. L&L/Grant assumes responsibility for timely filing of all appropriate information for L&L/Grant, as the lobbying firm, and the County, as the client.

L&L/Grant will assist the County specifically in maintaining and expanding the Urban County Coalition and will coordinate the activity of said organization.

L&L/Grant will provide, in conjunction with the designated board members and staff, coordination and monitoring services for federal legislation of interest to the County and, when appropriate, coordination of activities with federal lobbying firms as directed by the County.

2. **Time Devoted to the Project.** In the performance of the services required by this Agreement, the services and hours L&L/Grant is to provide on any given day will be entirely within L&L/Grant's control and the County will rely on L&L/Grant to devote such time, or subcontract with appropriate services, as is reasonably necessary to fulfill the spirit and purpose of this Agreement.
3. **Payment.** The County will pay L&L Murphy Consulting a total of Thirty Thousand Dollars (\$30,000) and Grant Consulting a total of Thirty Thousand Dollars (\$30,000) in monthly installments upon the submission of an invoice by L&L on behalf of L&L/Grant. Said payments include payment for Linn County's participation in the Urban County Coalition.
4. **Term & Renewal.** This Agreement will commence on July 1, 2023, and will terminate on June 30, 2024. The County and L&L/Grant may renew this Agreement for an unlimited number of successive one-year periods on terms mutually agreeable to the County and L&L/Grant.
5. **Status of Consultant.** This Agreement calls for the performance of services by L&L/Grant as independent contractors and L&L/Grant will not be considered employees of the County for any purpose. As independent consultants, L&L/Grant shall advise the County about clients of L&L/Grant that may pose a conflict of interest with the interest(s) of the County.
6. **Warranty & Indemnification.** L&L/Grant represents and warrants that it is competent to perform the services specified in this Agreement. L&L/Grant agrees to defend, hold harmless, and indemnify the County from any actions, claims, lawsuits, costs, or expenses, including attorney's fees, arising out of work performed, or to be performed, by L&L/Grant pursuant to this Agreement.
7. **Governing Law.** This Agreement is governed by the laws of the State of Iowa, and all obligations are enforceable in accordance therewith.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

LINN COUNTY, IOWA

L&L MURPHY, ASSOC. CONSULTING
& GRANT CONSULTING, LLC

By: _____
Louis J. Zumbach, Chairperson

By: Larry Murphy _____
Larry Murphy, L&L Consulting

Date: _____

Date: 05/15/2023 _____

By: Gary Grant _____
Gary Grant, Grant Consulting

Date: 05/15/2023 _____